

2-013A056



THE PITTSBURG & SHAWMUT RAILROAD COMPANY

ONE GLADE PARK EAST, RD 8, BOX 45
KITTANNING, PENNSYLVANIA 16201

PHONE (412) 543-2121

JAN 13 1992 -3 10 PM

INTERSTATE COMMERCE COMMISSION

January 9, 1992.

Interstate Commerce Commission
Office of Recordation
12th & Constitution, NW
Washington, DC 20423

Attn: Mildred Lee, Room 2303

Dear Ms. Lee:

For recordation under the provisions of the Interstate Commerce Act, please find enclosed an original counterpart and a certified copy of the following documents all dated December 30, 1991:

1. Security Agreement between The Pittsburg & Shawmut Railroad Company, Debtor and S&T Bank, Secured Party.
2. Security Agreement between Mountain Laurel Railroad Company, Debtor and S&T Bank, Secured Party.
3. Bank Loan Agreement among S&T Bank, Bank; Mountain Laurel Railroad Company, Borrower and The Pittsburg & Shawmut Railroad Company, Guarantor.

The names and addresses of the parties to each of the above documents are as follows:

Debtor and Guarantor: The Pittsburg & Shawmut Railroad Company
RD 8, Box 45
Kittanning, PA 16201

Secured Party and Bank: S&T Bank
800 Philadelphia Street
Indiana, PA 15701

Debtor and Borrower: Mountain Laurel Railroad Company
RD 8, Box 45
Kittanning, PA 16201

The general description of the equipment covered by the Security Agreement between The Pittsburg & Shawmut Railroad Company and the S&T Bank is as follows: 283 Open Top 100-ton Triple Hopper Cars, bearing The Pittsburg & Shawmut Railroad Company's Road Nos. 200 to 299 and 1300 to 1499, see attachment for more exact listing of car numbers.

The general description of the equipment covered by the Security Agreement between Mountain Laurel Railroad Company and the S&T Bank is as follows: 6 diesel locomotives bearing the Mountain Laurel Railroad Company's Nos. 12 through 17 inclusive.

The enclosed documents have not been previously recorded by the Commission.

The undersigned is an officer of The Pittsburg & Shawmut Railroad Company and Mountain Laurel Railroad Company and has knowledge of the matters set forth herein. Please return the original counterpart of each of the enclosed documents, stamped to show the filing information, to the undersigned at the above address.

Enclosed please find our check in the amount of \$48.00 to cover the filing fee.

Sincerely,


Gary B. Pettengill

Executive Vice President
The Pittsburg & Shawmut Railroad Co.

Executive Vice President
Mountain Laurel Railroad Company

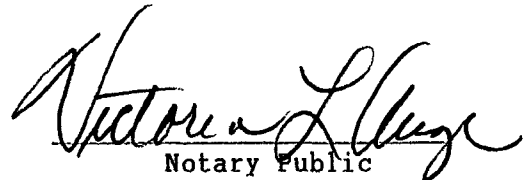
GBP/kmh

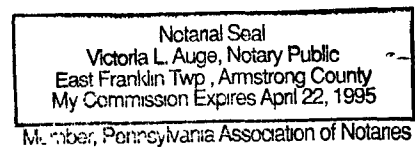
Enclosures

STATE OF PENNSYLVANIA)
 (SS:
COUNTY OF ARMSTRONG)

On this the 9th day of January, 1992, before me, a Notary Public, the undersigned officer, personally appeared Gary B. Pettengill, who acknowledged himself to be the Executive Vice President of THE PITTSBURG & SHAWMUT RAILROAD COMPANY and the MOUNTAIN LAUREL RAILROAD COMPANY, corporations, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporations by himself as Executive Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public



PS 200	PS 261	PS 1315	PS 1365	PS 1415	PS 1465
PS 201	PS 262	PS 1316	PS 1366	PS 1416	PS 1467
PS 202	PS 263	PS 1317	PS 1367	PS 1417	PS 1468
PS 203	PS 264	PS 1318	PS 1368	PS 1418	PS 1469
PS 204	PS 265	PS 1319	PS 1369	PS 1419	PS 1470
PS 205	PS 266	PS 1320	PS 1370	PS 1420	PS 1471
PS 206	PS 267	PS 1321	PS 1371	PS 1421	PS 1472
PS 208	PS 268	PS 1322	PS 1372	PS 1422	PS 1473
PS 209	PS 269	PS 1323	PS 1373	PS 1423	PS 1474
PS 210	PS 270	PS 1324	PS 1374	PS 1424	PS 1475
PS 211	PS 271	PS 1325	PS 1375	PS 1425	PS 1476
PS 212	PS 272	PS 1326	PS 1376	PS 1426	PS 1477
PS 213	PS 274	PS 1327	PS 1377	PS 1427	PS 1478
PS 214	PS 275	PS 1328	PS 1378	PS 1428	PS 1479
PS 215	PS 276	PS 1329	PS 1379	PS 1429	PS 1480
PS 218	PS 277	PS 1330	PS 1380	PS 1430	PS 1481
PS 219	PS 278	PS 1331	PS 1381	PS 1431	PS 1482
PS 220	PS 279	PS 1332	PS 1382	PS 1432	PS 1483
PS 223	PS 280	PS 1333	PS 1383	PS 1433	PS 1484
PS 224	PS 281	PS 1334	PS 1384	PS 1434	PS 1485
PS 225	PS 282	PS 1335	PS 1385	PS 1435	PS 1486
PS 226	PS 283	PS 1336	PS 1386	PS 1436	PS 1487
PS 227	PS 285	PS 1337	PS 1387	PS 1437	PS 1488
PS 228	PS 286	PS 1338	PS 1388	PS 1438	PS 1490
PS 229	PS 287	PS 1339	PS 1389	PS 1439	PS 1491
PS 230	PS 288	PS 1340	PS 1390	PS 1440	PS 1492
PS 231	PS 289	PS 1341	PS 1391	PS 1441	PS 1493
PS 232	PS 290	PS 1342	PS 1392	PS 1442	PS 1494
PS 233	PS 291	PS 1343	PS 1393	PS 1443	PS 1495
PS 234	PS 293	PS 1344	PS 1394	PS 1444	PS 1496
PS 235	PS 294	PS 1345	PS 1395	PS 1445	PS 1497
PS 237	PS 295	PS 1346	PS 1396	PS 1446	PS 1498
PS 238	PS 297	PS 1347	PS 1397	PS 1447	PS 1499
PS 239	PS 298	PS 1348	PS 1398	PS 1448	
PS 240	PS 299	PS 1349	PS 1399	PS 1449	
PS 241	PS 1300	PS 1350	PS 1400	PS 1450	
PS 242	PS 1301	PS 1351	PS 1401	PS 1451	
PS 243	PS 1302	PS 1352	PS 1402	PS 1452	
PS 244	PS 1303	PS 1353	PS 1403	PS 1453	
PS 245	PS 1304	PS 1354	PS 1404	PS 1454	
PS 246	PS 1305	PS 1355	PS 1405	PS 1455	
PS 248	PS 1306	PS 1356	PS 1406	PS 1456	
PS 249	PS 1307	PS 1357	PS 1407	PS 1457	
PS 250	PS 1308	PS 1358	PS 1408	PS 1458	
PS 251	PS 1309	PS 1359	PS 1409	PS 1459	
PS 254	PS 1310	PS 1360	PS 1410	PS 1460	
PS 257	PS 1311	PS 1361	PS 1411	PS 1461	
PS 258	PS 1312	PS 1362	PS 1412	PS 1462	
PS 259	PS 1313	PS 1363	PS 1413	PS 1463	
PS 260	PS 1314	PS 1364	PS 1414	PS 1464	
				PS 1465	

Interstate Commerce Commission
Washington, D.C. 20423

1/23/92

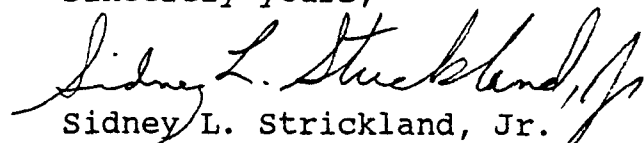
OFFICE OF THE SECRETARY

Gary B. Pettengill
Executive Vice President
The Pittsburgh & Shawmut Railroad Company
One Glade Park Est RD 8 Box 45
Kittanning, Pennsylvania 16201

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/13/92 at 3:10pm, and assigned recordation number(s). 17672 17672-A & 17672-B

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary



THE PITTSBURG & SHAWMUT RAILROAD COMPANY
ONE GLADE PARK EAST, RD 8, BOX 45
KIT TANNING, PENNSYLVANIA 16201

PHONE (412) 543-2121

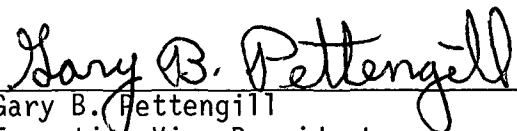
RECORDATION NO. 17672 FILED 1425

JAN 13 1992 -3 10 PM

INTERSTATE COMMERCE COMMISSION

I, Gary B. Pettengill, Executive Vice President of The
Pittsburg & Shawmut Railroad Company, hereby certify that I have
compared the attached copy of the Security Agreement dated
December 30, 1991, between The Pittsburg & Shawmut Railroad
Company and S&T Bank with the original and found the copy to be
complete and identical in all respects to the original document.
I declare under penalty of perjury that the foregoing is true and
correct.

Executed on January 7, 1992.



Gary B. Pettengill
Executive Vice President
The Pittsburg & Shawmut Railroad Company

Revised
12/24/91
ss

RECORDATION NO. **17672** FILED 1425

JAN 13 1992 - 3 10 PM
INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT

THIS SECURITY AGREEMENT MADE AND ENTERED INTO as of this
30th day of December, 1991, by and between

THE PITTSBURG & SHAWMUT RAILROAD COMPANY, a Pennsylvania corporation having its principal office located at One Glade Park East, R.D.8 Box 45, Kittanning, Pennsylvania 16201, hereinafter "Debtor"

AND

S&T BANK, having its principal office located at 800 Philadelphia Street, Indiana, Pennsylvania, 15701, hereinafter called "Secured Party"

1. In consideration of the Debtor guaranteeing certain notes of even date herewith, one in the amount of \$5,675,000.00, and the other in the amount of \$825,000.00, executed by Mountain Laurel Railroad Company, payable to the order of the Secured Party, bearing interest at the rate therein stated, hereinafter called collectively "Note", and to induce the Secured Party to extend such credit to make the loan evidenced by said Note, the Debtor hereby assigns to the Secured Party and grants to the Secured Party a security interest in the collateral described in

paragraph 2 of this Agreement in order to secure:

(a) The performance and payment of all obligations and indebtedness including the Note executed by Mountain Laurel Railroad Company to the Secured Party.

(b) The performance and payment of all obligations pursuant to the Bank Loan Agreement and security documents executed by Mountain Laurel Railroad Company as well as the Security Documents and Bank Loan Agreement executed by the Debtor herein now existing or hereafter existing.

(c) The performance and payment of all obligations and indebtedness of the Debtor to the Secured Party arising under or in connection with this Security Agreement.

2. The collateral of this Security Agreement is:

(a) All of the Debtor's right, title and interest, now owned , in and to the 283 coal hopper cars listed in Exhibit 1 attached hereto and made a part hereof, whether considered equipment, inventory or machinery

(b) All net proceeds, products and accessions of and from any of the collateral of the Debtor, from the date the collateral was attached, described in the foregoing clause (a) and, to the extent related to any such property to such proceeds, products and accessions, all books, correspondence, credit files, records, invoices, and other papers, including without limitation, all tapes, cards, computer runs and other papers and documents in the possession of or under the control of the Debtor in any computer bureau or service company from time to time acting for the

Debtor.

3. In the event of default, the Debtor shall pay to the Secured Party, on demand, all expenses and expenditures, including reasonable attorneys' fees and other legal expenses incurred or paid by the Secured Party in exercising or protecting its interests, rights and remedies under this Security Agreement.

4. The Debtor warrants, covenants and agrees:

(a) That except for the security interest hereby granted, Debtor has fee title to the collateral, free from any liens, security interests, encumbrance or claim except those in favor of Secured Party and the Debtor will, at its expense and cost, defend any action which may affect the Secured Party's security interest in the collateral.

(b) No financing statement covering the collateral, or any part thereof, or any net proceeds thereof, is on file at any public office except those in favor of Secured Party, and at the Secured Party's request, the Debtor will join in executing any necessary financing statements and forms satisfactory to the Secured party and will pay the cost of filing the same and will further execute all other necessary instruments deemed necessary by the Secured Party and pay the costs of filing the same.

(c) The Debtor shall not, without the written consent of the Secured Party, which shall not be unreasonably withheld, sell, contract to sell, lease, encumber or dispose of the collateral or any interest therein until the Security Agreement

or all debts secured thereby have been fully satisfied, except in the ordinary course of business.

(d) The Debtor will carry and maintain with financially sound and reputable insurers, insurance with respect to its properties and business and against such liabilities, casualties and contingencies and of such type and in such amounts as shall be reasonably agreed upon by the Debtor and the Secured Party.

The Secured Party shall be named as the additional insured on all policies of insurance on the 283 cars. The Secured Party is hereby authorized to collect sums which may become due under any of said policies and apply the same to the obligations hereby secured.

(e) The Debtor will keep the collateral in good order and repair and will not waste or destroy the collateral or any part thereof.

(f) The Debtor will pay promptly, when due, all taxes and assessments on the collateral or for its use and operation.

(g) The Debtor hereby grants to the Secured Party the security interest in and to all net proceeds, increases, substitutions, replacements, additions and accessions to the collateral. This provision shall not be construed to mean that the Debtor is authorized to sell, lease or dispose of collateral without the consent of the Secured Party.

(h) The Debtor will guarantee the payment of the Note secured by the Security Agreement and any renewal or extension

thereof and any other indebtedness hereby secured in accordance with the terms and provisions hereof and will repay immediately all sums expended by the Secured Party in accordance with the terms and provisions of this Security Agreement.

(i) The Debtor will notify the Secured Party, in writing, thirty days prior to any change of address.

(j) The Debtor will give, execute, deliver, file, enter, record and pay the costs of the filing or recording of the same any notice, statement, instrument, document, agreement or other paper that may be necessary or required or that the Secured Party may request in order to create, continue, preserve, perfect or validate the security interest created hereby.

(k) At the option of the Secured Party, the Secured Party may discharge taxes, liens, interest, or perform or cause to be performed for or on behalf of the Debtor any actions, conditions, obligations, or covenants which the Debtor has failed or refused to perform, and may pay for the repair, maintenance and preservation of the Collateral, and all sums so expended, including, but not limited to, attorneys' fees, court costs, agents' fees or commissions, or any other cost or expenses and shall bear interest from the date of payment at the rate of interest provided for in the Note and shall be payable at the place designated in the above described Note and shall be secured by this Security Agreement.

(l) The Debtor hereby constitutes the Secured Party, its successors and assigns, the Debtor's true and lawful attorney irrevocably with the full power in its discretion, upon default, to ask, require, demand, receive, compound, and give acquittance for any and all amounts which may be or become due arising out of the Security Agreement or the Bank Loan Agreement, to endorse any checks or other instruments or orders in connection therewith, and to file any claims or take any action or institute any proceedings which the Secured Party may deem to be necessary or advisable on the premises.

(m) The Debtor will sign, along with the Secured Party, all such notices of this assignment as the Secured Party may require in connection with this Agreement.

(n) In the event of default, the Debtor shall, upon request, transmit and deliver to the Secured Party all cash, checks, drafts, chattel paper and other instruments or writings for the payment of money endorsed, where required, so that such items may be collected by the Secured Party which may be received by the Debtor at any time as proceeds of any of the collateral.

5. A default shall mean the occurrence of one or more of the following events or conditions that shall continue for more than ten (10) days after written notice thereof is given to the Debtor:

(a) The Mountain Laurel Railroad Company fails to pay when due any principal or interest pursuant to the \$5,675,000.00 Note

and the \$825,000.00 Note.

(b) Any representation or warranty of the Debtor contained in the Security Agreement, the Note, Bank Loan Agreement, or any certificate or financial statement furnished to the Secured Party which shall prove to be false or misleading in any material respect as of the time made or any violation of the affirmative or negative covenants contained in the Bank Loan Agreement..

In the event of a default and at any time thereafter, the Secured Party may declare all obligations secured hereby immediately due and payable and may proceed to enforce payment of the same by exercising any and all rights and remedies provided by the Uniform Commercial Code as well as other rights or remedies possessed by the Secured Party.

In the event of default, the Secured Party shall have the right to remove the Collateral from the premises of the Debtor and for the purpose of removal and possession, the Secured Party or its representatives may enter any premises of the Debtor without legal process, and the Debtor hereby waives and releases the Secured Party of and from any and all claims in connection therewith or arising therefrom.

The Secured Party may require the Debtor assemble the Collateral and make it available to the Secured Party at any place designated by the Secured Party that is reasonably convenient to both parties. Expenses of retaking, holding,

repairing for sale, selling or the like, shall include the Secured Party's reasonable attorneys' fees and expenses, and shall be borne by the Debtor.

6. The grant of security interest provided for herein is intended solely as collateral security and the Secured Party shall not assume any obligation or liability in respect to any agreement or in any other property constituting part of the Collateral by reason of this Agreement, nor shall the Secured Party be obligated to perform any of the obligations or duties of the Debtor thereunder. The exercise by the Secured Party of any of the rights hereunder shall not release the Debtor from any of its duties or obligations under any such agreement.

7. This Agreement shall be construed under and in accordance with the Pennsylvania Uniform Commercial Code and all other applicable laws of the Commonwealth of Pennsylvania.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns as are permitted by this Agreement.

9. All terms used herein which are defined in the Uniform Commercial Code of Pennsylvania shall have the same meaning herein as in said Code.

10. Upon the payment in full of the indebtedness secured hereby, this Agreement shall be terminated.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereto
have caused this Security Agreement to be duly executed as of the
30th day of December, 1991.

THE PITTSBURG & SHAWMUT
RAILROAD COMPANY

ATTEST:

By Gary B. Pettengill
Executive Vice President

Rose M. Montgomery
Assistant Secretary

S&T BANK

ATTEST:

By Michael Smith
Vice President

James E. Miller
Secretary

PS 200	PS 261	PS 1315	PS 1365	PS 1415	PS 1466
PS 201	PS 262	PS 1316	PS 1366	PS 1416	PS 1467
PS 202	PS 263	PS 1317	PS 1367	PS 1417	PS 1468
PS 203	PS 264	PS 1318	PS 1368	PS 1418	PS 1469
PS 204	PS 265	PS 1319	PS 1369	PS 1419	PS 1470
PS 205	PS 266	PS 1320	PS 1370	PS 1420	PS 1471
PS 206	PS 267	PS 1321	PS 1371	PS 1421	PS 1472
PS 208	PS 268	PS 1322	PS 1372	PS 1422	PS 1473
PS 209	PS 269	PS 1323	PS 1373	PS 1423	PS 1474
PS 210	PS 270	PS 1324	PS 1374	PS 1424	PS 1475
PS 211	PS 271	PS 1325	PS 1375	PS 1425	PS 1476
PS 212	PS 272	PS 1326	PS 1376	PS 1426	PS 1477
PS 213	PS 274	PS 1327	PS 1377	PS 1427	PS 1478
PS 214	PS 275	PS 1328	PS 1378	PS 1428	PS 1479
PS 215	PS 276	PS 1329	PS 1379	PS 1429	PS 1480
PS 218	PS 277	PS 1330	PS 1380	PS 1430	PS 1481
PS 219	PS 278	PS 1331	PS 1381	PS 1431	PS 1482
PS 220	PS 279	PS 1332	PS 1382	PS 1432	PS 1483
PS 223	PS 280	PS 1333	PS 1383	PS 1433	PS 1484
PS 224	PS 281	PS 1334	PS 1384	PS 1434	PS 1485
PS 225	PS 282	PS 1335	PS 1385	PS 1435	PS 1486
PS 226	PS 283	PS 1336	PS 1386	PS 1436	PS 1487
PS 227	PS 285	PS 1337	PS 1387	PS 1437	PS 1488
PS 228	PS 286	PS 1338	PS 1388	PS 1438	PS 1490
PS 229	PS 287	PS 1339	PS 1389	PS 1439	PS 1491
PS 230	PS 288	PS 1340	PS 1390	PS 1440	PS 1492
PS 231	PS 289	PS 1341	PS 1391	PS 1441	PS 1493
PS 232	PS 290	PS 1342	PS 1392	PS 1442	PS 1494
PS 233	PS 291	PS 1343	PS 1393	PS 1443	PS 1495
PS 234	PS 293	PS 1344	PS 1394	PS 1444	PS 1496
PS 235	PS 294	PS 1345	PS 1395	PS 1445	PS 1497
PS 237	PS 295	PS 1346	PS 1396	PS 1446	PS 1498
PS 238	PS 297	PS 1347	PS 1397	PS 1447	PS 1499
PS 239	PS 298	PS 1348	PS 1398	PS 1448	
PS 240	PS 299	PS 1349	PS 1399	PS 1449	
PS 241	PS 1300	PS 1350	PS 1400	PS 1450	
PS 242	PS 1301	PS 1351	PS 1401	PS 1452	
PS 243	PS 1302	PS 1352	PS 1402	PS 1453	
PS 244	PS 1303	PS 1353	PS 1403	PS 1454	
PS 245	PS 1304	PS 1354	PS 1404	PS 1455	
PS 246	PS 1305	PS 1355	PS 1405	PS 1456	
PS 248	PS 1306	PS 1356	PS 1406	PS 1457	
PS 249	PS 1307	PS 1357	PS 1407	PS 1458	
PS 250	PS 1308	PS 1358	PS 1408	PS 1459	
PS 251	PS 1309	PS 1359	PS 1409	PS 1460	
PS 254	PS 1310	PS 1360	PS 1410	PS 1461	
PS 257	PS 1311	PS 1361	PS 1411	PS 1462	
PS 258	PS 1312	PS 1362	PS 1412	PS 1463	
PS 259	PS 1313	PS 1363	PS 1413	PS 1464	
PS 260	PS 1314	PS 1364	PS 1414	PS 1465	